

GL2-807	AI	CERTIFICATE OF COVERAGE	08/24/2020		
---------	----	-------------------------	------------	--	--

<b>Public Risk Innovation, Solutions and Management</b>  <b>C/O ALLIANT INSURANCE SERVICES, INC.</b> <b>PO BOX 6450</b> <b>NEWPORT BEACH, CA 92658-6450</b>  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Member:</b> CITY OF SAN DIEGO ATTN: CLAUDIA CASTILLO DEL MURO 1200 THIRD AVE., STE. 1000 (MS51-B) SAN DIEGO, CA 92101-4107	<p>COVERAGE AFFORDED BY: <b>A- Public Risk Innovation, Solutions and Management &amp; QBE Specialty Insurance Company</b></p> <p>COVERAGE AFFORDED BY: <b>B</b></p> <p>COVERAGE AFFORDED BY: <b>C</b></p> <p>COVERAGE AFFORDED BY: <b>D</b></p>
-------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY #	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
<b>A</b>	<input checked="" type="checkbox"/> Excess General Liability	PRISM PE 20 GL2-15/ QCX01001-04	07/01/2020	07/01/2021	\$25,000,000          Difference between \$25,000,000 and Member's Self-Insured Retention of \$3,000,000 and/or applicable additional member and pooled layers of coverage  Completed Operations Aggregate Applies Program Aggregate Applies

**Description of Operations/Locations/Vehicles/Special Items:**

SEE ATTACHMENT A.

<b>Certificate Holder</b>  UNITED STATE ENVIRONMENTAL PROTECTION AGENCY WIFIA DIRECTOR WJC-W 6201A 1200 PENNSYLVANIA AVE NW WASHINGTON, DC 20460	<p><b>Cancellation</b></p> <p>SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.</p> <hr/> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <div style="text-align: center;">         Gina Dean     </div> <p style="text-align: center; font-size: 0.8em;">Public Risk Innovation, Solutions and Management</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PAGE 1 OF 2

## **ENDORSEMENT NO. 5**

### **PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM) GENERAL LIABILITY 2**

#### **ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT**

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named below, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the minimum limits required by contract.

#### **Additional Covered Party:**

United States Environmental Protection Agency, an agency of the United States of America, acting by and through the administrator of the Environmental Protection Agency, as WIFIA Lender, WJC 6201A, 1200 Pennsylvania Avenue NW, Washington, DC 20460

#### **As Respects:**

WIFIA loan agreement between City of San Diego and United States Environmental Protection Agency for the WIFIA loan in a principal amount not to exceed \$614,000,000 to be used to pay a portion of the eligible project costs in relations to the water system portion of Pure Water San Diego Program Phase I North City Project (WIFIA – N17125CA).

Additional Excess General Liability limits of \$25,000,000 provided in Optional Excess Liability program.

This coverage shall be primary and no other insurance shall contribute pursuant to endorsement number U-13.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

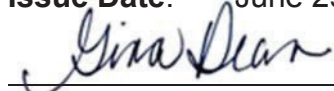
This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date:**

**Memorandum No.:** PRISM-PE 19 GL2-15

**Issued to:** City of San Diego

**Issue Date:** June 29, 2020



Authorized Representative

Public Risk Innovation, Solutions, and Management (PRISM)

**PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT**

**CITY OF SAN DIEGO**

**GENERAL LIABILITY 2 PROGRAM**

**CERTIFICATE NO. GL2-807**

**ATTACHMENT "A"**

**08/24/20**

**UNITED STATE ENVIRONMENTAL PROTECTION AGENCY**

**WIFIA DIRECTOR**

**WJC-W 6201A**

**1200 PENNSYLVANIA AVE NW**

**WASHINGTON, DC 20460**

AS RESPECTS WIFIA LOAN AGREEMENT BETWEEN CITY OF SAN DIEGO AND UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR THE WIFIA LOAN IN A PRINCIPAL AMOUNT NOT TO EXCEED \$614,000,000 TO BE USED TO PAY A PORTION OF THE ELIGIBLE PROJECT COSTS IN RELATIONS TO THE WATER SYSTEM PORTION OF PURE WATER SAN DIEGO PROGRAM PHASE 1 NORTH CITY PROJECT (WIFIA-N17125CA).

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AN AGENCY OF THE UNITED STATE OF AMERICA, ACTING BY AND THROUGH THE ADMINISTRATOR OF THE ENVIRONMENTAL PROTECTION AGENCY, AS WIFIA LENDER, WJC 6201A, 1200 PENNSYLVANIA AVE NW, WASHINGTON, DC 20460 IS INCLUDED AS AN ADDITIONAL COVERED PARTY, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

ADDITIONAL EXCESS GENERAL LIABILITY LIMITS OF \$25,000,000 PROVIDED IN OPTIONAL EXCESS LIABILITY PROGRAM.

THIS COVERAGE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9.

## ENDORSEMENT NO. U-12

### PUBLIC RISK INNOVATION, SOLUTIONS AND MANAGEMENT GENERAL LIABILITY 2

#### AMENDATORY ENDORSEMENT-PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 6. OTHER COVERAGE and Endorsement U-10 of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

#### 6. OTHER COVERAGE

If collectible insurance with an insurer is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be in excess of, and shall not contribute with, such insurance; provided that this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

If other valid and collectible coverage through any insurer or other pooling arrangement affords primary coverage for the Member for a loss also covered by the Member's self-insured retention and this Memorandum, such other valid and collectible coverage shall apply in lieu of the Member's self-insured retention.

Notwithstanding the foregoing paragraph, if coverage for a claim or suit is available under this Memorandum and a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. PRISM staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or suit to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of PRISM responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by PRISM.

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of PRISM's coverages is primary

where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of PRISM's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of PRISM's coverages is primary.

Where a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of PRISM's limit of liability under the Medical Malpractice Program will satisfy the covered party's self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date:**

**Memorandum No.:** PRISM 20 GL20-00

**Issued to:** ALL MEMBERS

**Issued Date:** June 25, 2020

A handwritten signature in black ink, appearing to read "Gina Dean", is written over a horizontal line.

Authorized Representative  
Public Risk Innovation, Solutions and Management